

SUB-CONTRACTOR COMPANY INFORMATION

Company Name: PINNACLE CONSTRUCTION & RENOVATION CORP. ☒ Corporation ☐ LLC
☐ Partnership ☐ Sole Prop.

D/B/A: _____

Street Address: 1882 PUTNAM AVE ☒ Federal Tax ID #: 27-2423702

City, State, Zip: RIDGEWOOD NY 11385

Mailing address (if different) _____ OR
 Owner's Social Security #: _____

Office Phone: (718) 386-4815 ☐ NYS Employer ID : _____

Fax: (718) 618-4103

E-mail address: PINNACLECRC@LIVE.COM

Cell Phone #: (815) 355-4214

Nextel Radio #: _____ * _____ *

Owner Name: ROMAN OLEJNIK

Owner Home Address: _____ Home telephone: _____
 (if different from above) _____ () _____

Owner # 2: _____

Owner #2 Home Address: _____ Home telephone: _____
 () _____

Insurance Brokerage: AUTO MAX SERVICES

Insurance Rep: DOROTHY Phone #: (718) 389-5111

Hayden Building Maintenance Corp.**ROOFING SAFETY RULES for SUBCONTRACTORS**

Hayden Building Maintenance Corp. (Hayden) is serious about maintaining safe working practices for its employees and employees of Hayden's subcontractors at job sites and "on the road." Therefore, we ask for your full cooperation in working safely to protect both yourself and your co-workers. We expect all workers at Hayden jobsites to work safely and to follow Hayden's safety rules.

Violations of Safety Rules will not be tolerated. Violations of safety rules and procedures, or failure to follow directions regarding safety from a Hayden Safety Officer, Foreman, Supervisor or other Hayden management employee, may result in disciplinary action, up to and including termination of the subcontract and exclusion from future Hayden work. Subcontractor employees who violate Safety Rules may be banned from the jobsite. **The Company reserves the right to decide the action to be taken.** Actions may range from verbal warning to expulsion from the jobsite. Repeated violations by Subcontractor employees may result in the termination of the subcontract and exclusion from future Hayden work. **Subcontractors are responsible for reading, understanding and following these rules, and for making sure that their employees follow the rules:**

1. You may not go on the roof on a Hayden job unless you have received Hayden's basic safety training (or equivalent).
2. Subcontractors must conduct Toolbox Talks on a regular basis.
3. You may not use power equipment until you have received instruction in how to use it.
4. You must use fall protection systems and personal fall arrest systems when OSHA regulations require them.
5. You must tie off ladders, follow the **1-to 4 rule**, and immediately report any defects or damage.
6. You must wear protective clothing and footwear at all times.
7. Personal protective equipment must be used as required (long pants, shirts, hardhats, goggles or face shields, gloves, body harness, boots, etc.).
8. Inspect all tools and equipment before using.
9. Always follow electrical safety practices.
10. Unplug power equipment before adjusting or repairing it.
11. No fooling around on the roof.
12. **You may not use alcohol, illegal drugs, or prescription medications that cause drowsiness or dizziness during the work day and before or while operating Company vehicles, power tools, and other equipment.**
13. **Report all accidents, injuries and unsafe conditions (in equipment, vehicles, job setup) to a Hayden representative immediately.**
14. Only authorized persons may operate heavy equipment.
15. Follow safe work practices, OSHA regulations, and traffic laws at all times.

Responsibility

1. At the job site, the both the **Hayden foreman and the Subcontractor** (for Subcontractor employees) **are responsible for enforcing Hayden Safety Rules.**
2. The **Subcontractor** is responsible to make sure that no untrained Subcontractor employees go on the roof.
3. All employees are responsible for following Hayden Safety Rules and for reporting unsafe practices.
4. If you have reported unsafe conditions and they have not been corrected, the Company encourages you to report these conditions directly to Marcello Semeraro (Safety Director) or any other member of management you feel comfortable with. **Retaliation against someone reporting an unsafe condition is prohibited.**

I have received a copy of Hayden Building Maintenance Corp.'s Roofing Safety Rules for Subcontractors, and I understand that it is my responsibility to make sure that I and my employees follow these rules and work safely.

Signed: 

Date: 1/24/2011

Print Name: ROMAN OCEJNIK

☐ Copy to subcontractor file

Independent Contractor Agreement

1. The undersigned contractor/subcontractor ("Contractor") is engaged in its own business and is an independent contractor and not an employee of Hayden Building Maintenance Corp. ("Client") or any of its affiliates ("Affiliates"). Contractor has total discretion over the following: (a) assignment of work under this Agreement, whether the services shall be performed by the owner, other employees or subcontractors of Contractor; (b) work schedules (subject to the convenience of the Client); (c) hiring, compensation and supervision of its employees and sub-contractors; (d) determining where work is to be performed, whether at premises of Client or of Contractor; (e) scheduling of work for other clients; and (f) other matters relating to the functioning of Contractor's business. Nothing in this Agreement shall be construed to constitute Contractor or Client as a partner, employee, agent or joint venturer of or with the other.
2. Contractor shall comply with all worker's compensation, employer's liability and other laws, ordinances, rules and regulations applicable to an employer performing the services described herein, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor as may be required by any law, ordinance, rule or regulation.
3. Contractor hereby assumes all liability and responsibility for the payment of all Federal and State Income Taxes owed by virtue of performance hereunder.
4. Contractor shall receive no fringe benefits whatsoever under this Agreement, no insurance benefits, no disability income, no vacation, and no paid sick leave.
5. Contractor shall not have any right or authority to assume or create any obligations or responsibility on behalf of or in the name of Client or any of its Affiliates or to bind them in any manner whatsoever, nor shall Client or any of its Affiliates have any obligation or responsibility for any expenses or liabilities which may be incurred by or imposed upon Contractor, except as may be set forth in writing.
6. Contractor shall provide its own equipment, office, telephone, stationery, supplies, transportation and any other facilities which Contractor may deem necessary.

FOR CONTRACTOR:


Date: 1/24/2011Print Name: ROMAN OLEJNIKTitle: PRESIDENTCompany Name & Address: Pinnacle Construction & Renovation Corp
1882 Putnam Ave Ridgewood NY 11385Federal Tax ID #: 27-2423702 OR Owner's Social Security #: _____

FOR HAYDEN BUILDING MAINTENANCE CORP.:

Date: _____

Print Name: _____

Title: _____

INSURANCE INDEMNIFICATION RIDER

Prior to commencement of any work under any contract with Hayden Building Maintenance Corporation ("Contractor") and until completion and final acceptance of the work, PINNACLE CONS. & RENOV. CO., INC. ("Subcontractor") shall, at its sole expense, maintain the following insurance on its own behalf. The Subcontractor will also furnish to Hayden Building Maintenance Certificates of Insurance evidencing it and reflecting the effective date of such coverage as follows:

The term "Subcontractor" as used in this insurance rider shall mean and include Subcontractors of every tier.

- A. Workers' Compensation and Occupations Disease Insurance in accordance with the applicable law or laws. Additionally, sole proprietorships and officers of corporations who will be performing work on the job must provide evidence of Workers' Compensation coverage (even though sole proprietors are not required by NYS by law to carry Workers' Compensation insurance).
- B. Commercial General Liability with a combined bodily injury and Property Damage limit of not less than One Million (\$1,000,000) Dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 - 1. Broad form Blanket Contractual Liability for liability assumed under all written contracts with Contractor.
 - 2. Completed Operations / Products Liability
 - 3. Broad Form Property Damage
 - 4. Personal Injury Liability
 - 5. Independent Contractors
 - 6. A copy of the blanket additional insured endorsement should be attached. In the absence of such, endorsements must be furnished reflecting the inclusion of the interests of the Owner, Construction Manager, General Contractor, Contractor, their officers, directors, partners, representatives, agents and employees, and **naming each as an additional insured.**
 - 7. **Coverage is to be endorsed to reflect that the Owner, General Contractor, and Contractor are to be named as additional insureds.**
 - 8. Coverage is to be provided on an "occurrence"; basis with carriers A-rated by A.M. Best.
 - 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon request of Contractor. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Auto Liability Insurance covering the use of all Owned, Non-Owned, and Hired vehicles with combined Bodily Injury and Property Damage Limit of a least One Million (\$1,000,000) Dollars.

INSURANCE INDEMNIFICATION RIDER

- D. Whereas Off Project Site Property exposure exists with materials and supplies that will become part of the site property, evidence of insurance coverage is required (builders risk or installation floater). The Subcontractor at its sole expense shall furnish the Owner and Contractor Certificates of Insurance and other required documentation evidencing the following coverage:

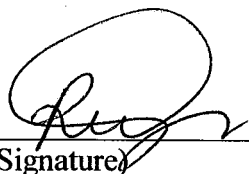
"ALL RISK" Property insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.

- E. (Subcontractor) PINNACLE CONS. & REN. CORP. and Contractor are interested in the maintenance of this insurance, and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to Contractor (Hayden Building Maintenance Corporation, 169 Western Highway, PO Box G, West Nyack, New York 10994), by certified mail – return receipt requested.
- F. The amount of insurance contained in the aforementioned insurance coverage's shall not be construed to be a limitation of liability on the part of the Subcontractor or any of its Subcontractors.
- G. Contractor shall file Certificates of Insurance prior to the commencement of work with the Owner, which shall be subject to the Owner, Contractor and Subcontractor approval of adequacy of protection and satisfactory character of the insurer.
- H. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and its own expense.
- I. The carrying of the insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility of liability under this contract.
- J. Any policies affected by the Subcontractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights or subrogation against the Owner and Contractor and all other indemnitees' names in the Contracts.
- K. Should the Subcontractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

INSURANCE INDEMNIFICATION RIDER**HOLD HARMLESS:**

To the fullest extent permitted by law, Subcontractor will indemnify and hold harmless Contractor and Owners, their officers, directors, partners, representatives, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses, including legal fees and all court costs and liability (including statutory liability) arising in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting from the acts, omissions, breach or default of Subcontractor pursuant to any contract Purchase Order and/or related Proceed Order, except those claims, suits, liens, judgments, damages, losses and expenses caused by the negligence of Contractor. Subcontractor will defend and bear all costs of defending any actions or proceedings brought against Contractor and/or Owners, their officers, directors, agents, and employees, arising in whole or part out of any such acts, omission, breach, or default. The foregoing indemnity shall include injury or death of any employee of the Contractor or Subcontractor and shall not be limited in any way by and amount or type of damage, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employees benefit act.

The Subcontractor hereby expressly permits the General Contractor to pursue and assert claims against the Subcontractor for indemnity, contribution and common law negligence arising out of claims for damages for death and personal injury.

SUBCONTRACTOR

Date: 1/24/2011

(Signature)

ROMAN OLEJNIK - PRES.
(Print Name and Title)

Company Name & Address:

PINNACLE CONSTRUCTION & RENOVATION CORP.
1882 PUTNAM AVE
RIDGEWOOD NY 11385

Federal Tax ID: 27-2423702
OR

Social Security # of Owner: _____

NEW YORK STATE INSURANCE FUND199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
(212) 587-5508**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

HAYDEN BUILDING MAINTENANCE CO
169 WESTERN HIGHWAY
WEST NYACK NY 10994

POLICY NUMBER +Q 2101 835-3
DATE 10/19/2011
CERTIFICATE NUMBER 390-164

PERIOD COVERED BY THIS CERTIFICATE

5/20/2010 TO 5/20/2012

POLICYHOLDER

PINNACLE CONSTRUCTION
& RENOVATION CORP.
1882 PUTNAM AVENUE
RIDGEWOOD NY 11385

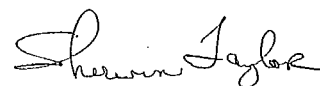
CERTIFICATE HOLDER

HAYDEN BUILDING MAINTENANCE CO
169 WESTERN HIGHWAY
WEST NYACK NY 10994

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE STATE INSURANCE FUND UNDER POLICY NO. 2101 835-3 UNTIL 5/20/2012, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 5/20/2012 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

THE STATE INSURANCE FUND


DIRECTOR, INSURANCE FUND UNDERWRITING

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/23/2011
PRODUCER Autimax Services Inc. 231 Norman Ave. # 101 Brooklyn NY 11222 Phone: (718) 389-5111 Fax: (718) 349-7139		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Pinnacle Construction & Renovation Corp 1882 Putnam Ave. Ridgewood NY 11385-		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Century Surety Company		
INSURER B: NYSIF		
INSURER C: The First Rehab. Life Ins. Co.		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	CCP710261	05/18/2011	05/18/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$						
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO						AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$						
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$						
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Q21018353	05/20/2011	05/20/2012	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT \$ 100,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE \$ 100,000</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT \$ 500,000</td> <td></td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT \$ 100,000		E.L. DISEASE - EA EMPLOYEE \$ 100,000		E.L. DISEASE - POLICY LIMIT \$ 500,000	
WC STATUTORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT \$ 100,000														
E.L. DISEASE - EA EMPLOYEE \$ 100,000														
E.L. DISEASE - POLICY LIMIT \$ 500,000														
C		DBL	DBL339284	05/18/2011	05/17/2012	Statutory limits								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Hyden Building Maintenance Corp. 169 Western Highway West Nyack NY 10994-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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